

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-5245-1998		PAGE 1 OF 50	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-05-T-0117	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CYNTHIA A . CLARK				b. TELEPHONE NUMBER (No Collect Calls) 417-276-3113	
9. ISSUED BY USACE, KANSAS CITY STOCKTON LAKE PROJECT 16435 E STOCKTON LA STOCKTON MO 65785 TEL: 417-276-3113 FAX: 417-276-3510		CODE W912DQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD: \$12.0 MILLION		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
15. DELIVER TO USACE, KANSAS CITY GEORGE BOBAN STOCKTON POWER HOUSE 16435 E STOCKTON LAK STOCKTON MO 65785-9416 TEL: 417-276-3196 FAX: 417-276-3065		CODE W912DQ		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 50	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS: NOTICE TO BIDDERS**STOCKTON, MISSOURI POWER PLANT
JANITORIAL SERVICES**

****** IMPORTANT: Please read and follow these instructions to bid: ******

1. **REQUIRED CCR REGISTRATION:** Prior to bidding, vendors must be actively registered in the Central Contractor Registration (CCR) system, including creation of an MPIN number. Registration instructions may be obtained, and online registration may be accomplished, at <https://www.bpn.gov/CCR/scripts/index.html> or www.ccr.gov. By submission of a bid, a bidder acknowledges the requirement to be successfully registered in the CCR database prior to award; during performance; and through final payment of any contract resulting from the solicitation. Refer to CCR clause 52.204-7. **YOUR BID WILL NOT BE CONSIDERED IF YOU HAVE NOT SUCCESSFULLY REGISTERED IN "CCR" BY THE BIDS DUE DATE AND TIME.** For CCR questions please go to www.ccr.gov, or contact CCR by telephone at: 1-888-227-2423.
2. **OFFEROR REPRESENTATIONS AND CERTIFICATIONS:** Prior to bidding, vendors must complete the Online Representations and Certifications (ORCA). To do so first requires CCR registration, including creation of an MPIN number. To register in ORCA go to: <http://orca.bpn.gov>. **YOUR BID WILL NOT BE CONSIDERED IF YOU HAVE NOT SUCCESSFULLY COMPLETED YOUR ONLINE REPRESENTATIONS AND CERTIFICATIONS IN "ORCA" BY THE BIDS DUE DATE AND TIME.** For ORCA questions please go to <http://orca.bpn.gov> or www.dla.mil/db/procurem.htm to find contact information for the assistance center nearest you.
3. **SECTION B, BID ITEMS (LINE ITEMS/CLINS):** Bidders must quote on all items and entire quantities contained in the basic contract period and all renewal options to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.
4. **WAGE RATES:** Prevailing Wage Rates will apply for any award resulting from this solicitation for bids. Wage Rate information is included herein as an attachment. Bidders should take into account the requirement to pay prevailing wage rates to any employees, when figuring quotes for bid items.
5. **BEST VALUE PROCUREMENT:** This will be a BEST VALUE acquisition. Award will be made based on best value to the Government, not based on price alone, in accordance with FAR Part 52.212-2 "Evaluation – Commercial Items" (Jan 1999). The following evaluation factors will be considered:
 - Past Performance
 - Related Experience
 - Price

The evaluation factors of Past Performance and Related Experience will weigh more heavily than Price in determining the best value to the Government.

In order to be considered, bidders must provide information on Past Performance utilizing the "Past Performance Questionnaire" attachment; and must also provide information on Experience using the "Statement of Experience" attachment. **Following are instructions for providing this required information:**

Past Performance (Attachment: Past Performance Questionnaire)

Past Performance will be rated by the quality of services, timeliness of performance, and customer satisfaction on other contracts performed. Bidders should refer to the "Past Performance Questionnaire and Cover Letter"

attachment. Bidders are to send this cover letter and questionnaire to three references which can verify performance on work similar in nature and complexity to the required services. The three references should return the forms (via fax) directly to the US Army Corps of Engineers within three days of receipt, as specified in the Cover Letter. The Government may obtain additional information related to past performance from sources other than the questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or to other parties. ALL 3 QUESTIONNAIRES MUST BE RECEIVED IN THE STOCKTON PROJECT OFFICE NO LATER THAN 3 CALENDAR DAYS AFTER THE BIDS DUE DATE.

Experience (Attachment: Statement of Experience)

Related experience will be determined by the length of time (years and months) of work in similar positions, performing duties similar in nature and complexity to the required services. Using the “Statement of Experience and Personal Information” attachment, bidders shall list any experience which is pertinent to this position, and MUST RETURN THIS DOCUMENT ALONG WITH THE BID BY THE DUE DATE.

An evaluation will be completed for each responsive bid received by the due date and time in response to this solicitation. Selection of a Contractor will be determined following a thorough assessment of such bids. The assessment will involve a determination by the Government of the overall merit of each Contractor’s bid, recognizing that subjective judgment on the part of the Government is implicit in the entire process. An award will be made to the bid which is deemed responsible in accordance with FAR 9.1, and which conforms to this RFP and is determined to be the overall most advantageous to the Government, with price and other factors considered.

6. DOCUMENTS TO RETURN: In order to be considered responsive, bidders must complete and return all of the following:

- Complete and return first page of solicitation, including bidder’s complete mailing address, telephone number, bidder’s name, title, and signature.
- Complete and return Section B, “Bid Items (Clins)”.
- Complete and return “Statement of Experience” attachment.
- Make 3 copies of “Past Performance Questionnaire and Cover Letter” attachment, and submit to 3 references to return via fax to the Government (see instructions in Paragraph 5 above). Three Past Performance Questionnaires must be received by the Government not later than 3 calendar days after bid closing.

Bidders must complete all fill-ins and assure all return pages are received by the due date and time shown on page 1 of the solicitation, at the address indicated. Please mark envelope “Contract Bid”.

US ARMY CORPS OF ENGINEERS
STOCKTON LAKE PROJECT
ATTN: CINDY CLARK
16435 E STOCKTON LAKE DR
STOCKTON MO 65785

In addition, bidders must assure successful registration in CCR and in ORCA prior to bid closing in order to be considered.

7. **REQUIRED INSURANCE:** After award, the Contractor shall furnish proof of all required insurance to the Contracting Officer or his representative, before starting work. This is normally accomplished at the Pre-Work Conference and is not required prior to bidding.
8. **SUBCONTRACTING:** Award will not be made to a bidder who intends to sub-contract the work. It is our intent that the bidder be an integral part of the workforce throughout the entire contract period.

9. **TELEPHONE NUMBER:** Quoters must provide on the first page of the solicitation a telephone number at which they can be contacted for a period of not less than one week following the due date of this solicitation. Quotes from persons who cannot be contacted by telephone over any two-day period during normal office hours (8:00 a.m. through 4:00 p.m., CST) within the one-week period following bid closing will be considered non-responsive and will be removed from further consideration.
10. **PREVIOUS DOLLAR AMOUNTS:** The previous contract was for the following amounts:
- 2001 (October 1, 2000 - September 30, 2001) \$14,400.00 (\$1,200 per mo)*
2002 (October 1, 2001 - September 30, 2002) \$15,000.00 (\$1,250 per mo)
2003 (October 1, 2002 - September 30, 2003) \$15,600.00 (\$1,300 per mo)
2004 (October 1, 2003 - September 30, 2004) \$16,200.00 (\$1,350 per mo)
2005 (October 1, 2004 - September 30, 2005) \$16,800.00 (\$1,400 per mo)
11. **LENGTH OF CONTRACT:** Award will be for the Fiscal 2006 base year (October 1, 2005 through September 30, 2006) PLUS A POSSIBLY RENEWAL OPTION FOR FISCAL YEAR 2007 (October 1, 2006 through September 30, 2007). The decision to exercise the renewal option will be made by the Government, not by the Contractor. There is no guarantee to the Contractor that a renewal option will be exercised. Furthermore, the Contractor can not withdraw from the contract at his/her discretion, but is committed to perform services for the renewal option year, if the Government chooses to exercise the renewal option.
12. **SITE VISIT:** Bidders who wish to request a site visit should contact Butch Boban at the Stockton Power Plant, (417) 276-3113 to schedule an appointment. When calling, please identify yourself as a bidder for the janitorial contract.

SECTION B – BID ITEMS (CLINS):**STOCKTON, MISSOURI POWER PLANT
JANITORIAL SERVICES****BID ITEM #0001:**

ITEM #	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY 2006 PLANT JANITOR	12	Months		
	Furnish labor, materials, and supplies to accomplish janitorial services at Stockton Dam Power Plant, Stockton, Missouri, in accordance with specifications. Wage Rates do apply and are included herein. PERIOD OF SERVICES: 01 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006 (12 MONTHS). NAICS code: 561720. Firm Fixed Price. PR&C #W58XUW-5245-1998				

TOTAL AMOUNT BID FOR 1ST YEAR (12 MONTHS):**BID ITEM #0002:**

ITEM #	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTION: FY 2007 PLANT JANITOR	12	Months		
OPTIO	"Renewal Option" –				
N					

If option is exercised by the Government:

Furnish labor, materials, and supplies to accomplish janitorial services at Stockton Dam Power Plant, Stockton, Missouri, in accordance with specifications. Wage Rates do apply and are included herein. PERIOD OF SERVICES: 01 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007 (12 MONTHS – IF OPTION IS EXERCISED BY THE GOVERNMENT). NAICS code: 561720. Firm Fixed Price. PR&C #W58XUW-5245-1998

TOTAL AMOUNT BID FOR 2ND YEAR (12 MONTHS):

SECTION C – SPECIFICATIONS/SCOPE OF WORK:**STOCKTON, MISSOURI POWER PLANT
JANITORIAL SERVICES****1. GENERAL INFORMATION**

The Contractor shall provide all labor; material and supplies; and equipment as specified to maintain the facilities listed below at the Stockton Power Plant near Stockton, Missouri in a clean and orderly condition in accordance with general commercial janitorial practices. A map of Stockton Lake can be found on the Internet at:

<http://www.nwk.usace.army.mil/stockton/stockton.html>

- a. **HEALTH:** Janitorial service is directly related to public health and sanitation; therefore, it is essential that all facilities be serviced as specified.
- b. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall comply with all Federal, State and Local laws, ordinances, statutes and regulations in performance of this contract.
- c. **LOST ARTICLES, VANDALISM, AND FACILITIES MALFUNCTION:** All property left by visitors and found during cleanup operations shall be turned into the Project Office. Any evidence of vandalism and instances of facilities not operating properly or are in need of repair, shall be promptly reported to Power Plant personnel.
- d. **SAFETY:** Services shall be performed with regard to safety for the Contractor, the public, and the Government staff. Work shall be performed subject to the Safety and Health Requirements Manual, EM 385-1-1, a copy of which is available at the job site upon request.

2. FACILITIES

The facilities subject to service are as follows (includes furniture, facilities, equipment, and fixtures located therein):

- a. **Elevation 911.6:**
(cleaning includes walls): Headwater gauge room, 25 sq. ft. (concrete floor); elevator landing, 48 sq. ft (concrete floor).
- b. **Elevation 902:**
Elevator Landing, 48 sq. ft (concrete floor).
- c. **Elevation 882:**
Elevator Landing, 48 sq. ft (concrete floor).
- d. **Elevation 858:**
Elevator Landing, 40 sq. ft (concrete floor).
- e. **Elevation 822.5:**
Inspection gallery, 1,000 sq. ft. (concrete floor); concrete gutters, 200 lin. ft.
- f. **Elevation 820:**

Inspection gallery, 400 sq. ft. (concrete floor); concrete gutters, 70 lin. ft.

g. Elevation 817:

Concrete floor (includes exterior landing to divider wall), 9,600 sq. ft.; painted wainscot on walls around concrete floor area, 2,300 sq. ft.; carpeted office area, 400 sq. ft.; top of generator housing, 2,2025 sq. ft.; concrete gutters, 70 lin. ft.

h. Elevation 801/802:

Concrete floor, 3,800 sq. ft.; painted wainscot on walls around concrete floor area, 2,800 sq. ft.; restroom with shower, 100 sq. ft.; carpeted office area, 100 sq. ft.; stairway down into turbine pit (20 steps, 4 ft. wide); tile-floored kitchen, 38 sq. ft.; lunchroom with concrete floor, 180 sq. ft.

i. Elevation 785:

Concrete floor 5,376 sq. ft.; overhead piping and ductwork, 1,276 lin. ft.; painted wainscot on walls around concrete floor area, 1,800 sq. ft.

j. Elevation 769:

Concrete floor, 5,376 sq.ft.; restroom with concrete floor, 15 sq. ft.; painted wainscot on walls around concrete floor, 1,800 sq. ft.

k. Elevation 760:

Concrete floor, 300 sq. ft.

l. Elevation 751:

2,000 sq. ft.; painted wainscot on walls around concrete floor, 1,800 sq. ft.; inspection gallery, 1,535 sq. ft. (concrete floor-no-gutters).

m. Elevator floor and stainless steel exterior doors:

on all elevations.

n. Concrete stairways:

- (1) Between elevation 817 and 801 (35 steps, 4 ft wide).
- (2) Between elevation 817 and 822.5 (8 steps, 4 ft wide).

o. Metal railing and metal stairs:

on all elevations (96 steps, 4 ft wide)

p. Metal spiral stairway and railing:

between elevations 801 and 751 (consisting of 104 steps, 2 ft. wide).

q. Parking lot:

(approximately 1 acre).

r. Four spillway gate sections.

NOTE: All measurements shown above are approximate, and should be verified by prospective quoters to their own satisfaction prior to submitting their quotes. A site visit prior to bidding is highly recommended.

3. **PRE-WORK CONFERENCE/DOCUMENTS**

After award, but prior to commencement of work, the Contractor shall contact the Contracting Officer's Representative to arrange a mutually agreeable time to meet at the Power plant for the purpose of discussing contract requirements and details of the contract performance.

The Contractor shall submit a detailed plan of operation to include equipment, personnel, cleaning schedule in writing for approval by the Contracting Officer's Representative. The schedule shall be submitted within 15 calendar days after start of work. Any proposed deviation from the approved schedule shall be approved in advance by the Contracting Officer's Representative. Contractor will provide a list of cleaning supplies/materials that are going to be used in the performance of the contract for the Contracting Officer's Representative Approval.

4. REQUIRED INSURANCE

In accordance with the clause FAR 52.228-5 Insurance – Work on a Government Installation, the contractor shall obtain and maintain during the period of performance under this contract the following kinds and minimum amounts of insurance.*

- | | |
|-----------------------------------|---|
| • Workmen's Compensation | Comply with applicable State statute.** |
| • Employer's Liability | Minimum amount \$100,000 |
| • General Liability/Bodily injury | Minimum amount \$500,000 per occurrence |
| • Automobile Liability | Minimum amount \$200,000 per person |
| | \$500,000 per occurrence |
| | \$ 20,000 per occurrence |

* Reference FAR 28.307-2 Liability, subparagraphs (a), (b), and (c).

** Missouri Division of Insurance: 573-751-4126

Division of Workers Compensation: 800-775-2667

5. SCHEDULE: TIME AND FREQUENCY OF SERVICES

- a. Services shall be performed on the days shown for the period of 1 October through 30 September.
- b. All cleaning shall be performed between 6:00 AM AND 4:30 PM, subject to slight adjustment to coincide with Power Plant personnel work schedules and at such time and in such manner as not to interfere with Power Plant operations.

NOTE: NO SERVICES SHALL BE PERFORMED ON FEDERAL HOLIDAYS. If scheduled work falls on a Holiday, work will be performed prior to or after the Holiday, with approval from the Contracting Officer's Representative.

6. CLEANING DUTIES

a. DAILY TASKS (performed 4 times per week on Monday, Tuesday, Wednesday, and Thursday):

- (1) Elevation 801 (Control Room/Dining Area) and Elevation 817 (Office):
Carpeted floors shall be vacuumed.

NOTE: Elevation 801 – Exclude Electrical Shop and Chemical Room.

- (2) Elevation 801-802 (Control Room/Dining Area) and Elevation 817 (Office):
Concrete floors shall be dust mopped.

NOTE: Elevation 801 – Exclude Electrical Shop and Chemical Room.

- (3) Refuse Containers:
Wastebaskets (including Electrical Shop and Chemical Room), dirty rag can, and 32-gallon refuse containers shall be emptied and plastic trash liners replaced. Accumulated waste shall be placed in dumpster located on entrance elevation 817.
- (4) Restrooms:
Restrooms, including the shower stall at elevation 801, shall be cleaned. Cleaning of the restroom floors at elevation 801 and 769 shall consist of mopping with soap and water, rinsing with clean water to remove all soap scum, and damp mopping or squeegeeing. Urinals and commodes shall be cleaned, disinfected and kept free of offensive odors. Urinal screen shall be kept free of debris. Exposed plumbing and hardware shall be cleaned. Toilet doors and partitions shall be cleaned. Toilet tissue, paper towels, and liquid/bar soap shall be replenished as needed.
- (5) Kitchen and dining areas at elevation 801:
Area includes, but is not limited to: floor, sink, counter, range, cabinets, tables, and chairs. These shall be scrubbed with cleaner/disinfectant, rinsed with clean water, wiped dry, and polished with a soft cloth to restore sheen. Floors shall be swept and mopped.

NOTE: Contractor is not required to clean/wash any dishes or utensils left in sink.
- (6) Outside Litter Pick-up:
All trash, litter and debris (including but not limited to cigarette butts, match books, snap tabs, cans, bottles, paper, fish remains, etc.) shall be picked up from the parking lot and placed into the nearest parking lot refuse container. Rocks and silt that accumulate on the parking lot during (and following) rains shall be removed by shovel and wheelbarrow, and placed in a spot (designated by the Contracting Officer's Representative) near the parking lot entrance.

b. WEEKLY TASKS (performed one time per week):

- (1) All horizontal surfaces shall be dusted, including railing, windowsills, tops of doors, furniture, cabinets, shelves, display cases, bookcases, exhibits, desktops, and similar horizontal surfaces.

NOTE: objects moved during dusting shall be replaced in their original positions.
- (2) Top of generator housing at elevation 817 shall be first vacuumed and damp mopped.

NOTE: water seepage or spillage into generator below must be avoided.
- (3) Soiled areas and spots shall be removed from carpets.
- (4) Elevation 801 – Control and Relay Panels shall be dusted, and glass shall be cleaned.

NOTE: because of the sensitive instrumentation, dusting shall be performed with a “feather duster.”
- (5) Janitor closet on elevation 801 and 817 shall be cleaned and supplies neatly stacked.
- (6) Stairway leading to turbine pit and stairways between elevations 817 and 801, and between elevations 817 and 822.5 shall be vacuumed or wet mopped to remove accumulations of dirt.
- (7) Elevation 902 shall have the concrete floor vacuumed and pipe area cleaned of spiderwebs/cobwebs.

- (8) Elevator shall be cleaned. Elevator floors shall be vacuumed (wet mopped if necessary to remove accumulation of dirt). Stainless steel (exterior) doors on each elevation shall be washed and buffed when dry with a soft, dry cloth to remove any remaining film and to restore sheen.
- (9) All restrooms shall have a minimum of one gallon of water poured into the floor drains.
- (10) Concrete floors on elevations 801 and 817 shall be mopped with soap and water, rinsed with clean water to remove all soap scum, and damp mopped or squeegeed.
- (11) Wash 4 pair of coveralls per week.

c. TWICE-MONTHLY TASKS (performed 2 times per month on Wednesday during the first and third week of the month):

- (1) Parking lot surfaces shall be washed with station service air and water (when temperatures are above freezing). Drains in front of the personnel door and the overhead door shall be cleaned and unclogged.
- (2) Any grass or weeds growing in cracks in the parking lot area shall be pulled and deposited into the nearest trash receptacle.

NOTE: contractor shall not use any type of herbicide for weed/grass control.

- (3) During the months of May thru September, the Spillway Gate Section (including, but not limited to: walkways, hoisting machinery, access area, overhead supports, etc.) shall be hosed down with water to remove all bird excrement. The Contractor shall assure that all power to the spillway sections has been shut down prior to beginning hosing, and shall assure that power is turned back on following completion of the work. The Contractor shall have the COR or Inspector inspect this area before moving to another area. **Safety harness and two people are required.**

NOTE: Catwalks may become slippery when wet; therefore, work shall begin at the farthest sections and progress back toward the power house so that workers are standing on dry catwalk to the maximum extent possible.

d. MONTHLY TASKS (performed one time per month on first Tuesday of the month):

- (1) Elevations 911.6, 902, 882, 858, 820, 785, 769, 760 and 751: Concrete floors shall be vacuumed with brush attachment.
- (2) All portable office windows shall be washed inside and out.
- (3) Elevation 817 - Walls and wainscot (from floor thru top of construction joint immediately above wainscot) shall be dusted and soiled areas or spots removed to insure a uniform appearance.
- (4) Ceiling light fixtures in the office only on elevation 817 and all light fixtures on all other floors shall be cleaned.
- (5) Carpets in offices at elevation 801 and 817 shall be shampooed and interior office walls and partitions shall be cleaned.
- (6) Metal railing and metal stairs on all elevations shall be dusted.
- (7) Algaecide shall be applied to algae growth on floors and on walls of inspection gallery on elevation 822.5 affected surfaces brushed and washed to remove algae growth, floor scrubbed

with broom and water, gutter drains brushed out, gutter drain plates cleared of debris and all excess water removed.

- (8) Overhead piping and ductwork at elevations 801, 785, 769, and 751 shall be dusted.
- (9) Exterior roof work and walls of portable building at elevation 801 and 817 shall be dusted.
- (10) Inspection gallery floor on elevation 751 shall be scrubbed with water and broom.
- (11) Interior and exterior surfaces of refrigerator, microwave, and stove shall be thoroughly cleaned.

e. SEMIANNUAL TASKS (performed twice per year):

Concrete floors, base tiles, and wainscot at elevation 801 and 817 shall be thoroughly scrubbed and mopped to remove deeply embedded or built-up dirt.

7. CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES

The Contractor shall furnish all necessary equipment and supplies to perform services, including but not limited to:

- vacuum cleaner
- brooms
- mops
- brushes
- squeegees
- toilet tissue
- hand soap
- paper towels for dispenser
- trash bags
- liners for sanitary napkin dispensers
- dust pans
- disinfectant
- all cleaning products to perform contract

NOTE: this list may not be all-inclusive.

8. GOVERNMENT-FURNISHED EQUIPMENT AND SUPPLIES

The Government will furnish water, garden hose with nozzle pressure sprayer, wheelbarrow, shovels, gutter drain cleaner, barricades/ribbon (for use when working on floors), Algaecide, drain cleaner and Station service air, safety harness and life line.

9. **ADDITIONAL REQUIREMENTS AND INFORMATION**

- a. **CONTRACTOR CONDUCT:** Contractor personnel shall present a neat appearance and be fully clothed at all times while performing these services. The Contractor shall provide own attire. Contractor personnel shall utilize tact, diplomacy, and courtesy at all times during contact with the public and with Government personnel. The Contracting Officer reserves the right to disapprove any individual whom he/she considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice. Any illegal or criminal activity may result in termination of the contract.
- b. **SECURITY REQUIREMENTS:** The Contractor shall safeguard all Government property. Keys will be provided to the Contractor. The Contractor shall establish and implement methods of making sure all keys issued by the Government to the Contractor for Contractor's use are not lost or misplaced, and are not used by unauthorized persons. The Contractor shall immediately report to the Contracting Officer or the COR any occurrences of loss, unauthorized use, or unauthorized duplication of keys. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required upon written direction of the Contracting Officer, to rekey or replace the affected lock or locks without cost to the Government. To assist the visiting public in reclaiming lost articles, the Contractor shall turn in to the Project Office all property left by visitors and found during the performance of duties. The Contractor shall report any instance of vandalism, facilities not operating property, or facilities in need of repair to the Project Office.
- c. **QUALITY CONTROL (CONTRACTOR'S RESPONSIBILITY):** The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the Project. The Quality Control Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the Contractor must be maintained and made available to the Government during contract performance.
- d. **QUALITY ASSURANCE (GOVERNMENT'S RESPONSIBILITY):**
 - 1) **QUALITY ASSURANCE PLAN (QAP).** A Quality Assurance Plan will be used during the life of the contract to ensure that the Contractor is performing the required services in an acceptable manner. The Government develops the QAP, and the Project Office administers it.
 - 2) **GOVERNMENT SURVEILLANCE PLAN.** The Government will monitor the Contractor's performance using quality assurance procedures developed by the Government. Typical procedures might include random sampling, checklists, and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.
- e. **INSPECTIONS:** According to the Inspection of Services clause (52.246-4), the Government reserves the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government will perform inspections and tests in a manner that will not unduly delay the work.
- f. **UNSATISFACTORY PERFORMANCE:** If any of the services do not conform to contract requirements, the Government may request the Contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) reduce the contract price to reflect the reduced value of the services performed. NOTE: If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may by contract, or otherwise: (1) perform the services and

charge to the Contractor any cost incurred by the government that is directly related to the performance of such service, or (2) terminate the contract in whole or in part.

- g. OTHER CONTRACTS:** The Contractor shall not commit any act which may interfere with the performance of work by another Contractor or Government employee(s).
- h. SMOKING POLICY:** Smoking is not allowed in Government buildings or while in contact with the public.
- i. FIREARMS AND WEAPONS:** The Contractor shall not possess during the performance of the contract any item, including firearms, that can be used as a weapon. Title 36 regulates firearms on Federal property.
- j. PAYMENT:** Payment will not be made for services not performed. The Contractor shall provide the Project Office with an invoice at the end of each month, requesting payment for that month's services. Payment will be made via VISA, or if the Contractor is unable to accept VISA, then via Electronic Funds Transfer (EFT) into the Contractor's banking account (Contractor shall complete the blank direct deposit form provided by the Government to enable EFT). In accordance with the Prompt Payment Act, if EFT is used, payment will be made approximately 30 days after the last day of services received for the billing period, or 30 days from receipt of the invoice, whichever is later. For example – services for each month shall be invoiced at the end of that month. Payment by VISA would be made immediately upon receipt of services and invoice (end of that same month). Payment by EFT would be made approximately 30 days later (end of the next month).

CONTRACT CLAUSES:

STOCKTON, MISSOURI POWER PLANT JANITORIAL SERVICES

CLAUSES INCORPORATED BY FULL TEXT:

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

PAST PERFORMANCE
RELATED EXPERIENCE
PRICE

Technical and past performance, when combined, are **greater than price**.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services

not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's

CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005) ALTERNATE I (FEB 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___(iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.

- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
 - ___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - ___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
 - ___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
 - ___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
 - ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
 - ___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 - ___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
 - ___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - ___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
 - ___ (ii) Alternate I (APR 2003) of 52.247-64.
- (d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 DAYS. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 DAYS.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 DAYS before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract including the exercise of any options under this clause shall not exceed 2 years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29

CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
JANITOR	WG-02
LABORER	WG-02

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 SEPTEMBER 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 SEPTEMBER 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. A SITE VISIT MAY BE SCHEDULED BY CONTACTING BUTCH BOBAN, STOCKTON POWER PLANT SUPERVISOR, AT (417) 276-3113

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

WWW.ARNET.GOV or WWW.GSA.GOV

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

WWW.ARNET.GOV or WWW.GSA.GOV

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act & Balance of Payments Program (JUN 2005)(41 U.S.C. 10a-10d, EO 10582)

☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____ Alternate I) (MAR 2000) (_____ Alternate II) (MAR 2000) (_____ Alternate III (May 2002).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

NWK-00100-007 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL , EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End of Clause)

<p style="text-align: center;">ATTACHMENT #1</p> <p style="text-align: center;">PAST PERFORMANCE QUESTIONNAIRE</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">COVER LETTER</p>

Bidders are to make 3 copies of this cover letter and questionnaire, and send to three references which can verify the bidder's performance on work similar in nature and complexity to the required services. The three references should return the forms (via fax) directly to the US Army Corps of Engineers within three days of receipt, as specified in the Cover Letter. The Government may obtain additional information related to past performance from sources other than the questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or to other parties. All 3 questionnaires must be received in the Stockton Project office no later than 3 calendar days after the bids due date.

COVER LETTER

DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
760 FEDERAL BUILDING
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2896

TO: _____ (bidder: please list name of your reference here)

RE: Past Performance Questionnaire
Solicitation for Janitorial Services
Stockton, Missouri Power Plant

The U.S. Army Corps of Engineers is soliciting janitorial services for the Power Plant at Stockton Lake, Missouri. We have requested offerors interested in submitting quotes for these services to send this letter along with the enclosed questionnaire to three references for past and/or present contracts relevant to the services required by this solicitation.

We request and appreciate your assistance in completing the questionnaire, so that we may evaluate the offeror's past performance. Please provide any comments or additional information which you deem relevant or important. **At no time during the evaluation process or after award will your comments be revealed to the offeror.**

Please complete and submit the questionnaire within three (3) days of receipt via fax to:

Fax #(417) 276-3510, to attention of Cindy Clark

Thank you in advance for your assistance in making this a "best value" procurement. Should you have any questions, please feel free to contact me at (417) 276-3113.

Sincerely,

Cynthia A. Clark
Civil Engineering Technician
Stockton Lake Project Office
Stockton, Missouri

Enc (1)

PAST PERFORMANCE QUESTIONNAIRE**SOLICITATION FOR
JANITORIAL SERVICES****STOCKTON, MISSOURI POWER PLANT****SECTION 1: (Bidder – please list your information here):**

CONTRACTOR/COMPANY NAME: _____

CONTRACT NUMBER(S): _____

(complete only if a Government Contract)

LOCATION: _____

VALUE: _____ DATES: _____

SECTION 2: (This section to be completed by Reference):**A. Quality of Services:**How would you rate the **quality** of the contractor's performance?

- _____ Excellent
- _____ Very Good
- _____ Satisfactory
- _____ Marginal
- _____ Unsatisfactory

Comments:

B. Timeliness of Performance:Was the contractor **dependable and reliable**, and were contract requirements completed **timely**?

- _____ Yes
- _____ No

Comments:

C. Customer Satisfaction:How would you rate **your satisfaction with the service** provided by this contractor?

- _____ Extremely Satisfied
- _____ Satisfied
- _____ Partially Satisfied
- _____ Dissatisfied

____ Extremely Dissatisfied

Comments:

How would you rate **your satisfaction with this contractor?**

____ Extremely Satisfied
____ Satisfied
____ Partially Satisfied
____ Dissatisfied
____ Extremely Dissatisfied

Comments:

Would you hire this contractor again?

____ Yes
____ No

Comments:

COMPANY NAME: _____ ADDRESS: _____

YOUR NAME: _____

TELEPHONE: _____ E-MAIL: _____

ATTACHMENT #2**STATEMENT OF EXPERIENCE**

This form must be completed by all quoters, and included with your bid, in order for your bid to receive consideration. If additional space is needed, this form may be duplicated as necessary. Information describing the offeror's complete contracting background, personal information, and experience shall be provided. The Contractor information should only describe experience that directly pertains to the type of work set forth in this solicitation. Include details of any training which would enable you to better perform the work outlined in the specifications. Reference information should include the names and current telephone numbers of all individuals listed.

Experience No. 1

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

Experience No. 2

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

Experience No. 3

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

Experience No. 4

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties: _____

ATTACHMENT #3**WAGE RATES**

94-2311 MO,SOUTHERN MISSOURI

WAGE DETERMINATION NO: 94-2311 REV (26) AREA: MO,SOUTHERN MISSOURI

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2312

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACTU.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210William W.Gross Division of
Director Wage DeterminationsWage Determination No.: 1994-2311
Revision No.: 26
Date Of Revision: 08/12/2005

State: Missouri

Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE**MINIMUM WAGE RATE****01000 - Administrative Support and Clerical Occupations**

01011 - Accounting Clerk I	8.83
01012 - Accounting Clerk II	10.51
01013 - Accounting Clerk III	11.79
01014 - Accounting Clerk IV	13.86
01030 - Court Reporter	13.34
01050 - Dispatcher, Motor Vehicle	13.49
01060 - Document Preparation Clerk	9.85
01070 - Messenger (Courier)	8.35
01090 - Duplicating Machine Operator	9.85
01110 - Film/Tape Librarian	11.04
01115 - General Clerk I	7.92
01116 - General Clerk II	8.86
01117 - General Clerk III	11.16
01118 - General Clerk IV	13.87

01120 - Housing Referral Assistant	14.71
01131 - Key Entry Operator I	9.75
01132 - Key Entry Operator II	10.65
01191 - Order Clerk I	9.08
01192 - Order Clerk II	11.61
01261 - Personnel Assistant (Employment) I	11.57
01262 - Personnel Assistant (Employment) II	11.78
01263 - Personnel Assistant (Employment) III	13.41
01264 - Personnel Assistant (Employment) IV	15.11
01270 - Production Control Clerk	14.71
01290 - Rental Clerk	11.17
01300 - Scheduler, Maintenance	11.48
01311 - Secretary I	11.40
01312 - Secretary II	12.75
01313 - Secretary III	14.22
01314 - Secretary IV	15.81
01315 - Secretary V	18.49
01320 - Service Order Dispatcher	11.86
01341 - Stenographer I	10.26
01342 - Stenographer II	11.73
01400 - Supply Technician	15.87
01420 - Survey Worker (Interviewer)	13.08
01460 - Switchboard Operator-Receptionist	9.54
01510 - Test Examiner	13.34
01520 - Test Proctor	13.34
01531 - Travel Clerk I	10.26
01532 - Travel Clerk II	11.05
01533 - Travel Clerk III	11.78
01611 - Word Processor I	9.85
01612 - Word Processor II	11.55
01613 - Word Processor III	13.34
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.48
03041 - Computer Operator I	11.48
03042 - Computer Operator II	13.34
03043 - Computer Operator III	15.40
03044 - Computer Operator IV	16.48
03045 - Computer Operator V	18.29
03071 - Computer Programmer I (1)	15.36
03072 - Computer Programmer II (1)	18.60
03073 - Computer Programmer III (1)	23.60
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.19
03102 - Computer Systems Analyst II (1)	27.29
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.49
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.83
05010 - Automotive Glass Installer	14.33
05040 - Automotive Worker	14.33
05070 - Electrician, Automotive	15.34
05100 - Mobile Equipment Servicer	12.90
05130 - Motor Equipment Metal Mechanic	15.74
05160 - Motor Equipment Metal Worker	14.33

05190 - Motor Vehicle Mechanic	15.74
05220 - Motor Vehicle Mechanic Helper	12.12
05250 - Motor Vehicle Upholstery Worker	13.96
05280 - Motor Vehicle Wrecker	14.33
05310 - Painter, Automotive	15.11
05340 - Radiator Repair Specialist	14.33
05370 - Tire Repairer	10.96
05400 - Transmission Repair Specialist	15.74
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.03
07010 - Baker	11.94
07041 - Cook I	8.82
07042 - Cook II	9.45
07070 - Dishwasher	7.38
07130 - Meat Cutter	11.73
07250 - Waiter/Waitress	8.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.57
09040 - Furniture Handler	10.52
09070 - Furniture Refinisher	14.62
09100 - Furniture Refinisher Helper	12.95
09110 - Furniture Repairer, Minor	13.09
09130 - Upholsterer	13.29
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.06
11060 - Elevator Operator	8.54
11090 - Gardener	12.17
11121 - House Keeping Aid I	7.87
11122 - House Keeping Aid II	8.54
11150 - Janitor	10.23
11210 - Laborer, Grounds Maintenance	10.38
11240 - Maid or Houseman	7.87
11270 - Pest Controller	12.38
11300 - Refuse Collector	9.29
11330 - Tractor Operator	11.31
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	11.53
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.70
12071 - Licensed Practical Nurse I	11.95
12072 - Licensed Practical Nurse II	13.40
12073 - Licensed Practical Nurse III	14.99
12100 - Medical Assistant	11.00
12130 - Medical Laboratory Technician	11.21
12160 - Medical Record Clerk	9.27
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.99
12222 - Nursing Assistant II	10.10
12223 - Nursing Assistant III	11.02
12224 - Nursing Assistant IV	12.36
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	18.39
12312 - Registered Nurse II	22.51

12313 - Registered Nurse II, Specialist	22.51
12314 - Registered Nurse III	27.25
12315 - Registered Nurse III, Anesthetist	27.25
12316 - Registered Nurse IV	32.62
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.07
13011 - Exhibits Specialist I	18.13
13012 - Exhibits Specialist II	22.20
13013 - Exhibits Specialist III	24.73
13041 - Illustrator I	18.13
13042 - Illustrator II	22.20
13043 - Illustrator III	24.73
13047 - Librarian	20.03
13050 - Library Technician	11.69
13071 - Photographer I	12.16
13072 - Photographer II	15.34
13073 - Photographer III	19.91
13074 - Photographer IV	24.34
13075 - Photographer V	30.59
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.92
15030 - Counter Attendant	7.92
15040 - Dry Cleaner	9.89
15070 - Finisher, Flatwork, Machine	7.92
15090 - Presser, Hand	7.92
15100 - Presser, Machine, Drycleaning	7.92
15130 - Presser, Machine, Shirts	7.92
15160 - Presser, Machine, Wearing Apparel, Laundry	7.92
15190 - Sewing Machine Operator	10.50
15220 - Tailor	11.10
15250 - Washer, Machine	8.67
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.08
19040 - Tool and Die Maker	20.47
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	13.79
21020 - Material Coordinator	15.51
21030 - Material Expediter	15.51
21040 - Material Handling Laborer	11.24
21050 - Order Filler	10.87
21071 - Forklift Operator	11.37
21080 - Production Line Worker (Food Processing)	11.69
21100 - Shipping/Receiving Clerk	11.27
21130 - Shipping Packer	11.27
21140 - Store Worker I	9.23
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.37
21210 - Tools and Parts Attendant	11.69
21400 - Warehouse Specialist	11.69
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	16.80
23040 - Aircraft Mechanic Helper	12.94
23050 - Aircraft Quality Control Inspector	19.67
23060 - Aircraft Servicer	14.45
23070 - Aircraft Worker	15.30

23100 - Appliance Mechanic	17.69
23120 - Bicycle Repairer	10.96
23125 - Cable Splicer	19.93
23130 - Carpenter, Maintenance	15.55
23140 - Carpet Layer	16.54
23160 - Electrician, Maintenance	16.91
23181 - Electronics Technician, Maintenance I	14.63
23182 - Electronics Technician, Maintenance II	18.96
23183 - Electronics Technician, Maintenance III	19.91
23260 - Fabric Worker	14.18
23290 - Fire Alarm System Mechanic	16.95
23310 - Fire Extinguisher Repairer	13.27
23340 - Fuel Distribution System Mechanic	18.41
23370 - General Maintenance Worker	14.03
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.57
23430 - Heavy Equipment Mechanic	16.37
23440 - Heavy Equipment Operator	17.84
23460 - Instrument Mechanic	16.95
23470 - Laborer	12.47
23500 - Locksmith	14.65
23530 - Machinery Maintenance Mechanic	18.39
23550 - Machinist, Maintenance	14.39
23580 - Maintenance Trades Helper	11.45
23640 - Millwright	16.95
23700 - Office Appliance Repairer	16.05
23740 - Painter, Aircraft	15.28
23760 - Painter, Maintenance	14.18
23790 - Pipefitter, Maintenance	20.25
23800 - Plumber, Maintenance	19.75
23820 - Pneudraulic Systems Mechanic	16.95
23850 - Rigger	16.95
23870 - Scale Mechanic	15.10
23890 - Sheet-Metal Worker, Maintenance	16.67
23910 - Small Engine Mechanic	15.10
23930 - Telecommunication Mechanic I	18.41
23931 - Telecommunication Mechanic II	19.15
23950 - Telephone Lineman	18.41
23960 - Welder, Combination, Maintenance	13.84
23965 - Well Driller	16.74
23970 - Woodcraft Worker	16.95
23980 - Woodworker	12.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.50
24580 - Child Care Center Clerk	12.05
24600 - Chore Aid	8.19
24630 - Homemaker	13.88
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.89
25040 - Sewage Plant Operator	16.08
25070 - Stationary Engineer	16.89
25190 - Ventilation Equipment Tender	12.30
25210 - Water Treatment Plant Operator	16.08
27000 - Protective Service Occupations	
(not set) - Police Officer	17.54

27004 - Alarm Monitor	12.25
27006 - Corrections Officer	15.86
27010 - Court Security Officer	16.70
27040 - Detention Officer	15.86
27070 - Firefighter	15.87
27101 - Guard I	9.14
27102 - Guard II	14.49
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.10
28020 - Hatch Tender	15.10
28030 - Line Handler	15.10
28040 - Stevedore I	14.64
28050 - Stevedore II	16.05
29000 - Technical Occupations	
21150 - Graphic Artist	19.07
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.57
29024 - Archeological Technician II	16.30
29025 - Archeological Technician III	20.18
29030 - Cartographic Technician	22.20
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.19
29040 - Civil Engineering Technician	18.84
29061 - Drafter I	11.97
29062 - Drafter II	13.90
29063 - Drafter III	18.13
29064 - Drafter IV	22.20
29081 - Engineering Technician I	12.38
29082 - Engineering Technician II	14.38
29083 - Engineering Technician III	18.75
29084 - Engineering Technician IV	22.96
29085 - Engineering Technician V	28.37
29086 - Engineering Technician VI	33.99
29090 - Environmental Technician	22.20
29100 - Flight Simulator/Instructor (Pilot)	27.29
29160 - Instructor	19.56
29210 - Laboratory Technician	18.55
29240 - Mathematical Technician	22.20
29361 - Paralegal/Legal Assistant I	15.21
29362 - Paralegal/Legal Assistant II	18.15
29363 - Paralegal/Legal Assistant III	22.86
29364 - Paralegal/Legal Assistant IV	27.69
29390 - Photooptics Technician	21.24
29480 - Technical Writer	29.03
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.33
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.54
29622 - Weather Observer, Upper Air (3)	16.54
31000 - Transportation/ Mobile Equipment Operation Occupations	

31030 - Bus Driver	13.56
31260 - Parking and Lot Attendant	10.54
31290 - Shuttle Bus Driver	14.72
31300 - Taxi Driver	9.23
31361 - Truckdriver, Light Truck	13.38
31362 - Truckdriver, Medium Truck	15.46
31363 - Truckdriver, Heavy Truck	16.85
31364 - Truckdriver, Tractor-Trailer	16.85
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.33
99030 - Cashier	7.65
99041 - Carnival Equipment Operator	8.43
99042 - Carnival Equipment Repairer	8.96
99043 - Carnival Worker	7.18
99050 - Desk Clerk	8.41
99095 - Embalmer	19.13
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.71
99500 - Recreation Specialist	12.82
99510 - Recycling Worker	10.50
99610 - Sales Clerk	10.97
99620 - School Crossing Guard (Crosswalk Attendant)	9.10
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	16.25
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.56
99660 - Surveying Aide	9.40
99690 - Swimming Pool Operator	14.20
99720 - Vending Machine Attendant	8.55
99730 - Vending Machine Repairer	10.93
99740 - Vending Machine Repairer Helper	9.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective

bargaining agreement between (the parties) contains contingency language that Wage & Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 CFR 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates & fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.